

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
Engineering Division

April 27, 2007

Board of Land and Natural Resources
State of Hawaii
Honolulu, Hawaii

**Authorization to Enter Into a Memorandum of Understanding
Between the State of Hawaii, Department of Land and Natural Resources;
and the United States Department of Agriculture, Natural Resources
Conservation Service, and various City and County of Honolulu Agencies,
Regarding the Manoa Watershed Project**

The Engineering Division on behalf of the Department of Land and Natural Resources (DLNR) desires to enter into a Memorandum of Understanding (MOU) with the United States Department of Agriculture, Natural Resources Conservation Service (NRCS), and various City and County of Honolulu agencies, to participate in the Manoa Watershed Project.

BACKGROUND:

The NRCS was authorized by the U.S. Congress to address and resolve Manoa flood problems. On October 30, 2004, the University of Hawaii at Manoa, homes, businesses, and public buildings were inundated by overflow from the Manoa Stream. This flood caused nearly \$100 million in damages.

NRCS proposes to examine the entire Manoa Watershed and to identify appropriate flood control mitigation improvements. These improvements will be incorporated in a Watershed Plan/Environmental Impact Statement, which is scheduled to be completed by December 2008. Upon acceptance of the EIS and related documents, the NRCS, DLNR and other project sponsors will seek funding for the design and construction of the proposed flood mitigation improvements.

The objective of the MOU is to establish a partnership framework that fosters cooperation and collaboration among the signatory organizations.

NRCS requested that the Engineering Division be the Lead State Agency for the subject project, based on our Prevention of Natural Disasters Program (Hawaii Revised Statutes Chapter 179). This program gives the Engineering Division authority over all flood control, flood water conservation, and related activities assigned to State agencies. This includes the coordination of flood related programs and activities for these agencies.

ITEM L-1

PROPOSED AGREEMENT:

The MOU is an agreement among signatory organizations to participate in the planning and implementation of the Manoa Watershed Project. It also defines the roles and responsibilities of the signatory organizations.

A copy of the draft MOU is attached.

FUNDING:

The MOU is not a fund-obligating instrument. The NRCS Manoa Watershed Project which will culminate with a Watershed Plan/Environmental Impact Statement is 100 % federally funded.

RECOMMENDATION:

That the Board authorize the Chairperson to sign the MOU to participate in the planning and implementation of the Manoa Watershed Project and other necessary documents pertaining to the project, subject to the Deputy Attorney General's approval as to form.

Respectfully submitted,



ERIC T. HIRANO
Chief Engineer

Attachment

APPROVAL FOR SUBMITTAL:

PETER T. YOUNG, Chairperson

DRAFT (2/28/07)
Memorandum of Understanding (MOU)
between
the City and County of Honolulu (City) and
State of Hawaii, Department of Land and Natural Resources (DLNR),
collectively the sponsoring local organizations, and
USDA Natural Resources Conservation Service (NRCS)
on the
Manoa Watershed Project

- I. Purpose of the MOU
 - a. This MOU will coordinate the activities of the sponsoring local organizations and the NRCS for the Manoa Watershed Flood Control Project during the planning phase, which will culminate in a Watershed Plan and Final Environmental Impact Statement. The MOU will establish the collective desire to reduce the flood damage threat posed by Manoa Stream; identify the statutory authorities, programs, and operating policies which control the participation of each of the organizations; and identify the roles and responsibilities of each of the organizations to ensure the highest quality of the planning outcome.
 - b. The basis for the MOU is to organize multiple agencies and entities to be the sponsoring local organizations for the Manoa Watershed project as defined and described in Section 2 of the Watershed Protection Flood Prevention Act, Public Law 83-566, as amended and the NRCS National Watershed Manual (Subpart 500.20, Project Criteria).
 - c. The MOU is an agreement among signatory organizations to work together toward common goals to the extent possible. As such, the MOU is not a contract and is not legally binding. It is not a fund-obligating instrument.
- II. Objectives of the MOU
 - a. The objective is to establish a partnership framework for sponsoring local organizations and the NRCS that fosters cooperation and collaboration. The partnership structure will:
 - i. Facilitate input and comment by sponsors during formulation of alternatives and during the environmental review process
 - ii. Encourage project sponsors to commit to and participate in an open and inclusive public participation process
 - iii. Improve formulation of an implementable watershed plan which is efficient, effective, complete, and acceptable.
 - iv. Establish, during the planning phase, an implementation framework, which will consider financing, gaining community support, acquisition of permits, conducting operation and maintenance, and, if necessary, obtaining landrights.

- b. Through this MOU, sponsoring local organizations will provide staff and resources for the planning phase of the Manoa Watershed project.

III. Background

- a. The Manoa Watershed project is located in the Manoa Valley area of Honolulu, Hawaii. The drainage area of Manoa Stream, at its confluence with Palolo Stream, is about seven square miles. Manoa Valley has a forested upper watershed area with residential, commercial, and public facility development on the valley floor. Manoa Stream is highly modified in the reaches through the developed urban area.
- b. On October 30, 2004, a 25- to 50-year recurrence frequency rainstorm in the upper Manoa Valley resulted in severe flooding in the residential and commercial district. The University of Hawaii at Manoa campus was inundated by overflow from Manoa Stream. Approximately 200 homes, businesses, and public buildings were damaged by the flood. Nearly \$100 million in damage resulted.
- c. Hawaii's Congressional delegation acted to include in the federal Fiscal Year 2006 Agricultural Appropriations Act a mandate to NRCS to use the Watershed Protection and Flood Prevention Program to address and resolve the Manoa flood problem.
- d. The planning phase of the Manoa Watershed project was begun in 2006 and is expected to be concluded with the completion of a Watershed Plan and Final Environmental Impact Statement by December 31, 2008.
- e. While the flood problem area is the reach of Manoa Stream between Kahaloa Street and Woodlawn Drive, a watershed approach which examines causes and effects, both upstream and downstream, will be utilized.
- f. The Manoa Watershed is a portion of Ala Wai Watershed project which is being planned by the U.S. Army Corps of Engineers and the DLNR. Planning for the Manoa Watershed will conform to the guiding principles of the Ala Wai Watershed, as much as possible, to integrate the improvements made under the Manoa Watershed into the Ala Wai Watershed project.

IV. Statutory Authorities to participate in planning and participate in implementation

- a. NRCS is authorized to provide technical and financial assistance to local organizations and communities for purposes of flood prevention and other water resource concerns by the Watershed Protection and Flood Prevention Act, Public Law 83-566, as amended. Specific Congressional language in Section 726 of the Agricultural Appropriations Act for 2006, authorized the Manoa

Watershed project for operations, including planning and implementation.

- b. DLNR is authorized to participate in this project and to be the Lead State Agency by the LNR 810 Prevention of Natural Disasters Program, and HRS, Chapter 179, Flood Control and Flood Water Conservation.
 - i. DLNR will consult with the University of Hawaii, Department of Education, and other DLNR entities to discuss their concerns and define the role of DLNR as the Lead State agency.
- c. The City Departments covered by this MOU are the Department of Design & Construction (DDC), Department of Facility Maintenance (DFM), and Department of Planning and Permitting (DPP), and Department of Environmental Services (ENV)
 - i. Department of Design and Construction is authorized by the City Charter Section 6-503 to:
 - 1. Direct and perform the planning, engineering, design, construction and improvement of public buildings.
 - 2. Direct and perform the planning, engineering, design and construction of public streets, roads, bridges and walkways, and drainage and flood improvements.
 - ii. Department of Facility Maintenance is authorized by the City Charter Section 6-903 to:
 - 1. Maintain public buildings and their adjoining parking facilities, except as otherwise provided by law.
 - 2. Maintain public streets, roads, bridges and walkways, and drainage and flood control systems.
 - 3. Install and maintain street lighting systems.
 - iii. Department of Planning and Permitting (DPP) is authorized by the City Charter Section 6-1503 to:
 - 1. Review plans for the construction , reconstruction and maintenance of bridges and walkways and drainage and flood control systems for conformance to city standards; and
 - 2. Perform other functions that will promote comprehensive planning, public participation and an efficient planning process.
 - 3. Regulate the development and redevelopment within flood hazard districts, in accordance with the City's land use ordinance.
 - iv. Department of Environmental Service is authorized by the City Charter Section 6-803 to:
 - 1. Advise the director of design and construction concerning the planning and design of wastewater facilities.

2. Oversee the operation and maintenance of sewer lines, treatment plants and pumping stations.
3. Monitor the collection, treatment and disposal of wastewater.
4. Provide chemical treatment and pumping of defective cesspools.
5. Develop and administer solid waste collection, processing and disposal systems.
6. Promulgate rules and regulations as necessary to administer and enforce requirements established by law.
7. Perform such other duties as may be required by law.

V. Roles and Responsibilities

a. General

- i. All of the signatories will provide positive and constructive input into the planning process. All partners will be open to new ideas and seek out innovative solutions and organizational relationships.
- ii. The signatories or their representatives will interact with each other and others in three basic forums:
 1. Sponsoring local organizations partnership with NRCS
 2. Planning Team with the technical team and planning consultants
 3. Community and stakeholder meetings
- iii. The signatories will acknowledge and respect the need to maintain or advance the work schedule for the planning project.
 1. The signatories will periodically receive and review the project schedule. The signatories will conduct their activities to maintain the schedule as much as possible.
 2. Any agency need to deviate from the schedule should be communicated as early as possible to the project planning team.
- iv. The signatories will participate in public outreach opportunities. They will strive to present to the community a unified, multiorganizational effort.
- v. The signatories will recognize the importance of private property rights. Conversely, they will support and promote the stewardship responsibilities of land owners.
- vi. The signatories will seek out and welcome support for the project from affiliated organizations. They will take advantage of funding and other project-supporting opportunities.

- b. State of Hawaii, DLNR will:
 - i. Identify and provide a representative from DLNR Engineering Division to participate in the planning process.
 - ii. Take the co-lead in the State Environmental Review (Chapter 343, HRS) for State-owned or controlled land and structures.
 - iii. Ensure conformance with State permit requirements.
 - iv. Ensure representation of the interests of the University of Hawaii at Manoa, Department of Education, Division of Forestry and Wildlife, Division of Aquatic Resources, Land Division, Commission on Water Resources Management, and other State of Hawaii organizations.
 - v. Identify State funding sources for implementation
 - vi. Peter T. Young, as Chairperson, shall sign the MOU on behalf of the DLNR.
- c. City and County of Honolulu
 - i. The four Departments will each identify and provide a representative to participate in the planning process.
 - ii. DDC will:
 - 1. DDC will take the co-lead in State Environmental Review Process (Chapter 343, HRS) for improvements to City-owned or controlled land and structures. DLNR will take the co-lead for State of Hawaii properties.
 - 2. DDC will participate in the formulation of alternatives that affect or are located on City-owned or controlled properties.
 - 3. DDC will provide information about funding sources for City-related improvements that are considered.
 - iii. DPP will review for conformance with City permit requirements, city standards and land use planning.
 - 1. DPP, as the local community administrator under the National Flood Insurance Program (NFIP), will provide required input (in the form of review and consent of any proposed revision or amendment for the FIRM maps) pertinent to the City's participation in the NFIP.
 - 2. DPP will review for conformance with City permit requirements, City standards, and land use planning.
 - iv. DFM will provide input for Operation and Maintenance aspects.
 - 1. DFM will contribute to and review alternatives that include a "Drainage District", landowner actions to maintain the stream, and long-term funding arrangements to cover O&M for project improvements on City-owned properties.

- v. ENV will review project alternatives for conformance with Clean Water Act objectives and requirements.
 - vi. This MOU will not include other City Departments that are affected by the Manoa Watershed project. Such Departments as the Board of Water Supply and Parks and Recreation will be contacted separately by the planning team.
 - d. NRCS will:
 - i. Provide guidance and staff assistance through the NRCS Watershed Planning Staff.
 - ii. Fund the A&E consultant team through a fund transfer agreement with the U.S. Army Corps of Engineers
 - iii. Provide technical standards for formulation of structural and nonstructural alternatives
 - iv. Be the decision maker for federal Watershed program and for compliance with NEPA, ESA, NHPA, CZMA
- VI. Planning Structure
- a. The Planning Schedule will be provided by the Work Plan developed by planning consultants. The Work Plan will be continually updated.
 - b. The planning team will meet on a monthly basis for NRCS and sponsors to be briefed on planning activities and to discuss planning issues.
 - c. Discussion among sponsors and with the others on the planning team is encouraged. Such discussions should be open and available to the rest of the planning team.
 - d. NRCS will deal with consultants if any changes to their schedule or Work Plan are necessary.
 - e. A web site is available to post documents for review, to post information for the public, and to schedule meetings and events.
- VII. Duration
- a. The MOU becomes effective upon signature of all parties
 - b. The MOU will expire 12/31/08, unless extended
 - c. Any signatory can withdraw from agreement with written notice
 - d. The MOU can be extended and amended with the signed concurrence of all of the signatories.

STATE OF HAWAII

Approved by the Board of Land
and Natural Resources at its
meeting held on

_____.

APPROVED AS TO FORM:

Deputy Attorney General

Department of Land and Natural
Resources

By: _____

PETER T. YOUNG
Chairperson, Board of Land
and Natural Resources

Date: _____

CITY AND COUNTY OF HONOLULU

Department of Design and Construction

By: _____
EUGENE LEE
Director

Date: _____

Department of Facility Maintenance

By: _____
LAVERNE HIGA
Director

Date: _____

Department of Planning and Permitting

By: _____
HENRY ENG
Director

Date: _____

Department of Environmental Services

By: _____
ERIC TAKAMURA
Director

Date: _____

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

By: _____

LAWRENCE T. YAMAMOTO

Director

Pacific Islands Area

Date: _____